



REQUEST FOR PROPOSAL (RFP) PROFESSIONAL SERVICES

BUILDING DESIGN SERVICES FOR THE YALAHA COMMUNITY CENTER

RFP Number:	12-0223	Contracting Officer:	B. Schwartzman
Proposal Due Date:	June 20, 2012	Pre-Proposal Conference Date:	Not applicable
Proposal Due Time:	3:00 p.m.	RFP Issue Date:	May 30, 2012

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable
Certificate of Competency/License:	See provision 1.3
Indemnification/Insurance:	See provision 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the proposal due date. A separate contractual document will be signed by the County and the awarded firm.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____	Phone Number: _____
E-mail Address: _____	Contact Person: _____

Section 1.1: Purpose

The purpose of this solicitation is to select a vendor to provide full design and permitting services (conceptual design through preparation of full size construction drawings and related specifications) in support of construction of a Yalaha Community Center as described in the Statement of Work (section 2 of this solicitation).

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

B. Schwartzman, Procurement Services Manager
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

phone : 352.343.9839 fax : 352.343.9473 e-mail: bschwartzman@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award – Considering Qualifications and Pricing

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Qualifications and experience of responding vendor and proposed personnel.
2. Previous performance record completing similar project effort
3. Proposed plans to accomplish task.
4. Proposed costs / fee schedule.
5. Reports from direct and indirect references.
6. Content and completeness of the written proposal.
7. Other relevant criteria.

Section 1.4: Pre-Proposal Conference

Not applicable

Section 1.5: Term of Contract - Upon Delivery

This contract shall be effective immediately following the date of execution by the County and

remain in effect for the period specified elsewhere in this document for delivery of design documents, and throughout any associated period of project construction for which construction administration services by the design vendor may be required. It is noted that provision of such construction administration services by the design vendor is an option that may be exercised by the County. The contract prices resultant from this solicitation shall prevail for the full duration of the contract term.

Section 1.6: Option to Renew

Not applicable to this solicitation

Section 1.7: Method of Payment - Monthly Invoices

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to Facilities department for initial review which will then be followed by review by Housing Services office, and then forwarded to the Finance office for actual payment. The invoices shall reflect the type of service provided to the County in the prior month.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

SECTION 1 – SPECIAL TERMS AND CONDITIONS

RFP No: 12-0223

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ _____
Garage Keepers Liability at coverage value: \$ _____

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated

timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

Section 1.9: Bonds

Not applicable

Section 1.10: Delivery

The initial design services, to include development of conceptual design and completion of final construction drawings and specifications sufficient to support a competitive bid process for construction of the structure, and initial submission of a permitting request, are to be completed no later than ninety (90) calendar days after County issuance of a notice to proceed. The time period required for review and issuance of a permit is in addition to this stated performance period.

Section 1.11: Acceptance of Services

The services rendered as a result of an award from this solicitation shall not be deemed complete, until accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event that the service does not conform to the specifications, the County reserves the right to terminate the contract and will not be responsible to pay for any such service.

Section 1.12: Warranty

Not applicable

Section 1.13 Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 441
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.14: Completion Requirements for Request For Proposal (RFP) – Professional Services

The original proposal and three (3) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger.

Section 1.14.1 Proposal Submittal

The following items shall be included and submitted with your proposal:

Tab A. RFP Coversheet completed.

- Tab B. Statement of Interest – to be submitted on the firm’s letterhead and include the following:
1. Concisely state the firm’s understanding of the services required by the County. The vendor may include any additional relevant information not requested elsewhere in the RFP under this tab.
 2. The signature on the statement shall be that of a person authorized to represent and bind the firm.
- Tab C: Proposed Approach and Process
1. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to include any specific staffing or equipment resources that will be employed by the vendor.
 2. Sub-Contractors. Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project.
 3. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.
- Tab D. Firm Profile Form (copy attached). Attach proof of license to practice in Florida.
- Tab E. Team Composition Form (copy attached). Complete one (1) form for each key person proposed to be assigned to this project. Brief resumes may also be attached in addition to completing the form.
- Tab F. Similar Projects Form (copy attached). Provide references for at least three (3) similar work efforts performed by your firm within the last three (3) years, to other public sector organizations in the State of Florida (county entities preferred). Examples should demonstrate qualifications specifically relevant to this project. (Make copies of this form as needed.)
- Tab G. Pricing/Certifications/Signature Forms. Complete and provide Section 4 of this solicitation with all entries completed.
- Tab H. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
- Tab I. Financial Stability. Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each

proposer shall be prepared to supply a financial statement upon request. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

Section 1.15: Key Contractor Personnel

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

Section 1.16 Public Records/ Copyrights

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the contractor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the contractor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the contract, the contractor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

Any copyright derived from any agreement derived from this solicitation shall belong to the author. The author and the contractor shall expressly assign to the County nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable and/or report for the County's use which may include publishing in County documents and distribution as the County deems to be in the County's best interests. If anything included in any deliverable limits the rights of the County to use the information, the deliverable shall be considered defective and not acceptable and the contractor will not be eligible for any compensation.

Section 1.17: Special Notice to Vendors Regarding Federal and/or State Requirements

This purchase action is being supported in whole or in part by Federal and/or State funding. Therefore, this solicitation and any resulting contract include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under the contract(s) resulting from this solicitation.

Detailed review of all terms and conditions included in this solicitation is strongly encouraged to ensure that full compliance with all contractual requirements is considered during the solicitation response process, and throughout performance under the contract, at prime contractor and subcontractor levels. Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

For any construction contract supported by state funding, the vendor shall give preference to the employment of state residents in the performance of the work on the project if state residents have substantially equal qualifications to those of nonresidents. The term "substantially equal qualifications" refers to a situation wherein the vendor cannot make a reasonable determination that the qualifications held by one person are better than the qualifications of another person. A vendor required to employ state residents must contact the Department of Economic Opportunity to post the contractor's employment needs in the state's job bank system.

The specific grant funding applicable to this immediate purchase, and the resulting construction contract, is as follows:

HUD Community Development Block Grant Funds

The procurement requirements for HUD CDBG funds are defined in 24 CFR Part 84 & 85. The general requirements for HUD CDBG funds are found in 24 CFR Part 570.200-208. In addition, the County has a Section 3 Plan document that provides details regarding implementation of the overall Section 3 requirements. A copy of that document is included with this solicitation as attachment 4 to this Request for Proposals.

Sample Specific Details:

1. The Lake County Section 3 Plan requires that recipients of HUD CDBG funds, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods
2. The construction contract resulting from the design effort will be subject to all requirements associated with the Davis-Bacon Act.

BUILDING DESIGN SERVICES FOR THE YALAHA COMMUNITY CENTER**STATEMENT OF WORK RELEVANT TO DESIGN VENDOR**

The vendor is to provide full design and permitting services (conceptual design through preparation of full size construction drawings and related specifications) in support of construction of the structure identified herein, based on the building design criteria specified below. At the option of the County, the selected vendor may also be required to provide construction administration services during the construction phase of the project.

PROGRAM GOALS

The intent of these design criteria is to define the general needs related to the construction of a Yalaha Community Center. This document will serve as a tool for the vendors selected to design and build the facility. It is intended to outline the space needs, functional requirements, and other criteria that are important to the success of the completed facilities. Vendors are advised that the total cost of all construction including permit fees shall not exceed \$170,000. The construction vendor will be responsible for obtaining any necessary permits with the cost of such permits being a separate reimbursable expense.

PROJECT CASE STATEMENT

It has been determined that construction of a Yalaha Community Center is required to serve the needs of that community. Vendors are advised that the property where the building is to located, and constructed building itself, will be owned and maintained by a non-profit community organization, and not by Lake County itself.

PROJECT IMAGE

The vendor shall recognize the importance of providing the right setting for the public, and the need to provide the community with a warm and inviting place for community activities. Landscaping should be used to soften the building mass and add visual interest. The facilities should be easy to locate, and be safe to use. It should be easy to find the entrance, and be comfortable upon entering. There are no materials or forms that are preferred. The structure must be easy to maintain to support presentation of a clean and healthy building/community image.

PROJECT GENERAL REQUIREMENTS**SPATIAL PROGRAM REQUIREMENT**

Approximately 1500 square feet to accommodate unfixed seating of 72 people, with such space to include the following functional areas:

- Main Public/Conference Area
- Kitchen with serving counter
- Storage

- Rest Room(s)

SITE CONSIDERATIONS

1. Impervious parking for the required numbers of spaces.
2. Sidewalks connecting to all building entrances.
3. Handicapped spaces on building side of drive aisles.
4. All accessible routes shall comply with current FBC, accessibility code, and all other applicable codes.
5. Adequate site lighting for evening staff, visitor parking, and access.
6. Signage or similar locational identification, name & numbers.
7. Utilities as may be required to include storm water design considerations
8. Provide code required landscape and irrigation
9. Site furnishings, such as benches, trash receptacles etc. are desirable.
10. Dumpster should be located and/or screened so as not to have negative impact on visual or olfactory senses.

ARCHITECTURE

1. Entries should be visible from parking spaces.
2. Entries should be protected from wind driven rain and sun.
3. Exterior doors must be keyed alike, (except secure storage) and have deadbolts.
4. Exterior doors must be well illuminated, for egress and lock/key operation.
5. Exterior façade should have some windows; prefer to have views of front parking from main entrance.
6. Devices that reduce the impact of low sun angles (heat and glare) should be utilized.
7. In addition to code required signage, provide exterior identification signage at all exterior doors, etc. denoting public or staff entrances, hours of operation, etc.
8. Exterior surfaces should be durable, well-fitted, and well constructed.
9. Wood framed construction of exterior walls not allowed.
10. Any exterior metal products used, if exposed, should be galvanized steel, stainless steel, or anodized aluminum. Metal exterior finishes such as roofing should be galvalume, kynar 500 coated aluminum or G90 galvanized steel. Steel shall meet ASTM A924 and or A792. It is preferred that any exposed metal siding should have high build factory applied coatings, equal to .8 mil primer, and two .8 mil color coats.
11. All such metal products shall be warranted for a minimum of twenty (20) years.
12. If low slope roofs are used, such as multiple ply modified bitumen, provide parapet flashings, copings, overflow drains, and all other related items as required by codes, and as are standard in the industry. It is preferred that roof products and installation be warranted for twenty (20) years.
13. Cementitious coatings, if used, such as stucco will be three coats, minimum $\frac{3}{4}$ " over paper-backed lath and AIB/ building wrap. It shall have minimum three coat elastomeric coatings, with elongation to exceed 300%.
14. EIFS will not be permitted. Submit specific proposed system, with elevation views showing where intended along with sections indicating all component parts, with

- membranes, warranty and all steps of execution. Brick if used will have proper back-up, ties, membranes, vents, weeps, etc.
15. Storefront glass and glazing will be acceptable.
 16. Exterior glazing should be reflective, min. 15%. Applied ext. film is acceptable.
 17. Hollow metal doors and frames will be acceptable, if adequately protected by manufacturer's recommended paint products.
 18. Windows and louvers will need flashings, etc. to minimize water intrusion.
 19. Entry doors to be galvanized metal G90, painted with primer and 2 coats oil based enamel or epoxy, semi-gloss or satin finish. Alternate vinyl coated wood doors with appropriate manufacturer's recommended coatings will be acceptable.
 20. Hollow metal frames are to be painted with iron oxide primer and two coats oil based enamel or epoxy, semi-gloss or satin finish.
 21. Expansion joints, if needed, shall be installed where industry standards would require. They must be protected by adequate membranes, sealants, etc.
 22. Buildings must meet or exceed Florida Energy Code requirements.
 23. Egress paths, egress widths, etc. must be consistent with planned utilization numbers. Desirable corridor widths are 5' minimum.

BUILDING STRUCTURE

1. Connections that may be exposed to weather must be protected from rust, corrosion, or oxidation by utilizing the proper materials and methods.
2. Wind loads must be transferred from roof to grade through use of engineered connections. Materials and methods may vary.
3. Must be code compliant with regards to occupancy, egress, fire resistance ratings, protection, wind loads, uplift, connections to windows and doors, etc.
4. Fire sprinkler systems would be preferred.

FINISHES

1. May not have vinyl wall covering on any exterior wall surfaces.
2. Interior finish surfaces should be scrubbable, and resistant to high volume use.
3. Finish products in contact with public should be durable. Gypsum products (if used) shall be impact resistant in all waiting areas, and where deemed appropriate elsewhere.
4. Where acoustical privacy is an issue, such as conference, interview or consultation rooms, extend gypsum sheathing on all four partitions (or extend cmu) tight to the roof structure above. Install 3 1/2" sound batts in all framed walls common to aforementioned spaces. As an alternate to extending gyp. sheathing to roof above, minimum 6" thick sound batts above lay-in ceilings may be an acceptable alternate.
5. Ceiling tile, if used, should have an NRC of 85, plus or minus 5 in office or work areas (higher if in confidential areas). Hard ceilings in all public rest rooms.
6. Fabric wall coverings may be used on any non-exterior walls in conference rooms. No wall covering is to be applied to exterior walls of conference rooms.
7. Floor surfaces in public entry spaces are to be non-skid surface.
8. Floor surfaces in offices, cubicle areas and other typical occupied spaces to be carpet approved by owner.

9. Floors in rest rooms to be ceramic tile. Public and private rest rooms to have thinset ceramic wall tile, to 6' A.F.F., with stain resistant grout. Colors to be selected by Owner and Architect. Use enamel paints above tile and on ceilings of Rest Rooms.
10. Office doors to be painted hollow core wood, 2 coats latex enamel on one coat primer, semi-gloss or flat finish. Door jambs can be wood or hollow metal. If jambs are metal they should be one piece, not knock down.
11. All counter tops to be plastic laminate materials over plywood or particle board.
12. Base cabinets and drawers should be constructed of melamine or have similar plastic liner material. Raw wood should not be used in any exposed surface.
13. Provide wall mounted pivoting supports (and backing) at designated television locations.
14. Typical gypsum walls are to be level 4 finish, with 3 coat eggshell or flat latex scrubable paint on spray textured wall surfaces (alternate knock-down).
15. Window treatments in offices and conference rooms should enable the occupant to control glare through exterior glazing, as well as levels of privacy.

MECHANICAL AND ELECTRICAL SYSTEMS

1. Air conditioning system shall be designed per ASHRAE and FBC minimums.
2. System should provide a safe healthy environment for all occupants.
3. It will need to have multiple zones, to maintain relatively constant temperature and humidity levels. Temperatures should be held at a constant range between 72 and 75 degrees F when occupied.
4. Humidity sensors will need to be integrated with temperature controls to maintain humidity at less than 55% RH. Pre-conditioned outside air makeup to AHU's is preferred.
5. Supply air should be adjustable per space, by use of damper grilles or DDC/ PLC controlled variable dampers at the taps.
6. AC system should not generate a discernable noise, from fans or vanes.
7. Efficiency of units must equal or exceed 14 SEER.
8. Outside air should be mixed with return air in such a way as to provide positive pressure in the building at all times.
9. The system needs to be capable of night setback. In the unoccupied mode, the building should remain positive, and the system should maintain conditions not to exceed 78 degrees and 55% RH.
10. All air conditioning equipment should be mounted with isolators (unless pad mounted on grade); so as to minimize structure borne vibration transmission into occupied spaces. External components such as compressors in split systems need to be located so as to minimize sights of and sounds from said devices.
11. Use of transfer grilles must be carefully thought out, so as to minimize loss of acoustical privacy, especially in sensitive areas.
12. Internal components, such as air handlers, should be easily accessible for service. If located above hard ceilings, carefully consider access door locations. If above lay-in ceilings, consider furniture placement and operational circulation spaces prior to installation. Condensate pans to be piped to drains per local codes. Visual indicators will be required to indicate high level alarms.

13. Flex duct runs will be limited to supply air, and 10' in length. Only internally lined flex is to be used. Ductboard runs are acceptable. All galvanized metal ducting to be externally insulated with minimum 2" fiberglass insulation, or approved equivalent.
14. In addition to cooling coils, all terminal units serving exterior zones (at a minimum) shall have heating capacity.

PLUMBING

1. Above ground piping to be CPVC, copper, or no-hub depending upon use. All piping to meet Florida Building Code requirements.
2. Hot water to all lavatories and janitor sinks, etc.
3. Insulate horizontal rain leader piping (if occurs) as well as hot water piping.
4. Set hot water temperature at max. 110 degrees, or as required to protect from scalding.
5. Lavatories in public rest rooms to be self-metering faucets or proximity sensors.
6. Water closets to be floor mounted, flush tank, energy efficient model
7. Point of use water heaters or circulating hot water piping.
8. Trap primers for all floor drains.
9. Water hammer arrestors at each bank of fixtures, and as may be good practice so as to reduce noise and pressure differential.

FIRE PROTECTION

As required per NFPA and FBC.

ELECTRICAL

1. Main service, distribution wiring and all components to be per NEC and FBC.
2. Provide T8 fluorescent fixtures with motion/occupancy sensors.
3. Conference rooms to also have compact fluorescent lamps with dimmers.
4. Lightning protection system per NFPA.
5. Fire alarm system shall meet NFPA, FBC, ADA, Life Safety, and all other applicable codes.

ELECTRONIC SYSTEMS

1. Voice and data system to be provided using CAT6 cabling.
2. At least one Systimax jack connection every 20' shall be provided, and shall be coordinated with furniture plan so as to minimize connection length, trip hazards.
3. Provide fiber optic cable from main tel/com closet to utility service provider.
4. Terminate voice and data cables in tel/com closet with 48 port patch panel and 66-M150 punch-up blocks, complete with 10' loop developed length for strain relief, and mark each location on both ends. Each end shall be tested and certified for sufficient capacity.
5. Wireless LAN may be used for some unit connections to the network hub.
6. Provide broadband cabling to large conference rooms and the break room.
7. Provide interior cabling from elevated TV wall locations (80" aff) in open community area.

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida.

Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS**A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

D. Contents of Solicitation and Proposers' Responsibilities

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Proposals

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

requirements may cause the bid to be rejected.

- C. An authorized agent of the proposer's firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.15 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the

required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.29 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County. Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any

court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. .

RFP TITLE: BUILDING DESIGN SERVICES, YALAHA COMMUNITY CENTER**NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor is responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS:** Complete Part I or Part II, whichever applies

Part I:
<p>The bidder must list below the dates of issue for each addendum received in connection with this RFP:</p> <p>Addendum #1, Dated: _____</p> <p>Addendum #2, Dated: _____</p> <p>Addendum #3, Dated: _____</p> <p>Addendum #4, Dated: _____</p>
Part II:
<input type="checkbox"/> No Addendum was received in connection with this RFP.

PRICING TABLES

Item 1: Provide a firm fixed price for provision of full design services in support of the structure to be constructed following the design criteria stated in Section 2 of this solicitation to include preparation of construction drawings in final form:

In words: _____ \$ _____

Item 2 (OPTION): Provide construction-related administration services during the course of the construction period. Insert an hourly rate which is to include all direct and indirect costs (to include travel expenses) associated with provision of the stated service:

\$ _____ hourly rate X 100 estimated hours = \$ _____ extended price

Vendor's proposed period of performance for completion of pricing item 1: _____ calendar days (not to exceed ninety (90) calendar days), not including time for permitting.

Vendor's Florida License Number: _____

By Signing This Proposal the Proposer Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any related contract(s).

Certification Regarding Acceptance of County Electronic Payable Process

The vendor will accept payment through the County's VISA- based electronic payment system: ☐ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

Certification Regarding Felony Conviction

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference: (not applicable to certain grant funded purchases)

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): _____
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail:

Conflict of Interest Disclosure Certification

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: _____

DUNS Number (Insert if this action involves a federal funded project): _____

General Vendor Information and Proposal Signature:

Firm Name: _____
Street Address: _____
Mailing Address (if different): _____
Telephone No.: _____ Fax No.: _____ E-mail: _____
FEIN No. _____ - _____ Prompt Payment Terms: _____ % _____ days, net _____
Signature: _____ Date: _____
Print Name: _____ Title: _____

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☐ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: _____
☐ Secondary vendor for items: _____ ☐ Other status: _____
Signature of authorized County official: _____ Date: _____
Printed name: _____ Title: _____
Purchase Order Number assigned to this contract for billing purposes: _____

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Firm Profile Form

Attachment 2: Team Composition Form

Attachment 3: Similar Projects/Reference Form

Attachment 4: Section 3 Plan Document

FIRM PROFILE FORM

1. Firm (or joint venture) Name & Address:	1e. Licensed to do business in the State of Florida? _____ Yes _____ No
	1f. Name, Title & Telephone Number of Principal to Contact
1a. FEIN # _____	1g. Address of office to perform work, if different from Item 1.
1b. Year Firm was established _____ 1c. Are you a "Not for Profit" 501(c)(3) organization? Yes _____ No _____ If you answered yes, please provide proof. 1d. Firm is a Certified Minority Business Enterprise Yes _____ No _____	
2. Please list number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture, list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: 3a. Has this joint venture previously worked together? Yes _____ No _____	

TEAM COMPOSITION

Brief resumes of prime consultant(s) and other key persons who shall be assigned to the project. Utilize one sheet per person. (Brief resumes and additional information may be attached.)

Name:
Title:
Project assignment:
Name of firm with which associated:
Years of experience: With this firm _____ With other firms _____
Education: Certifications/Degree(s)/year/school/specialization:
Other experience and qualifications relevant to the proposed project:

SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<u>Project Name, Entity Name, Address & Location</u>	<u>Contact Person:</u>
Project Manager (from your firm):	<u>Title:</u>
Completion Date (Actual or Estimated) _____	<u>Telephone Number:</u>
Estimated Project Cost: \$_____	
Work for which you firm was/is responsible: \$_____	
<u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).	
<u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u>	